[redacted]

THE ARKADELPHIA MILLING COMPANY

vs.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY.

No. [redacted] (25,674)

JOSEPH F. HASTY, ELIPHAL J. F. HASTY, AND WILLIAM G. HASTY, COMPOSING THE PARTNERSHIP OF J. F. HASTY & SONS, APPELLANTS,

vs.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY AND ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY.

No. [redacted] 84

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY CO. ET AL, APPELLANTS,

vs.

THE SOUTHERN COTTON OIL COMPANY.

No. [redacted] 95

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY ET AL., APPELLANTS,

vs.

THE SOUTHERN COTTON OIL COMPANY.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF ARKANSAS.

FILED JANUARY 4, 1897.

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SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1916.

No. 845.

THE ARKADELPHIA MILLING COMPANY, APPELLANT,

vs.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY AND ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY.

No. 846.

JOSEPH F. HASTY, ELIPHALET F. HASTY, AND WILLIAM C. HASTY, COMPOSING THE PARTNERSHIP OF J. F. HASTY & SONS, APPELLANTS,

vs.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY AND ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY.

No. 847.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY CO. ET AL., APPELLANTS,

vs.

THE SOUTHERN COTTON OIL COMPANY.

JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., FEBRUARY 2, 1917.

No. 848.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY ET AL., APPELLANTS,

vs.

THE SOUTHERN COTTON OIL COMPANY.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF ARKANSAS.

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a *Transcript of Record on Appeal.*

From the District Court of the United States for the Western Division of the Eastern District of Arkansas.

In the Cases of

ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY COMPANY

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas,

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas.

On the Interventions of Arkadelphia Milling Company, J. F. Hasty & Sons, Southern Cotton Oil Company, Interveners.

J. M. Moore, Moore, Smith & Moore, for Complainants and United States Fidelity & Guaranty Company.
J. F. Loughborough, Rose, Hemingway, Cantrell, Loughborough & Miles, for Interveners.

1 UNITED STATES OF AMERICA,
Eastern District of Arkansas, Western Division:

Be it remembered, That at a District Court of the United States of America, in and for the Western Division of the Eastern District of Arkansas, begun and holden on Monday, the Third day of April Anno Domini, One Thousand, Nine Hundred and Sixteen at the United States Court Room, in the City of Little Rock, Arkansas, the Honorable Jacob Trieber, Judge presiding and holding said Court, the following proceedings were had, to-wit: on June 14th, 1916:

No. 1636.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

vs.

THOMAS E. WOOD et al., Constituting the Railroad Commission of the State of Arkansas,

And

No. 1637.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

vs.

THOMAS E. WOOD et al., Constituting the Railroad Commission of the State of Arkansas.

On this day comes on for hearing the claims herein of the Southern Cotton Oil Company against the St. Louis, Iron Mountain and Southern Railway Company, and the Southern Cotton Oil Company against the St. Louis Southwestern Railway Company, J. F. Hasty & Sons against the St. Louis, Iron Mountain and Southern Railway Company, J. F. Hasty & Sons against the St. Louis Southwestern Railway Company, and Arkadelphia Milling Company against the St. Louis, Iron Mountain and Southern Railway Company; and on exceptions to the Report of the Master herein, it appearing to the Court that said claims involve similar questions and that inconvenience and unnecessary expense will be saved if they are consolidated for trial on any appeal that may be taken, and all of
2 said parties being present by attorneys and consenting thereto, it is ordered that all of said claims be consolidated for trial on any appeal that may be taken herein.

(Signed) JACOB TRIEBER, *Judge.*

3 UNITED STATES OF AMERICA,
Eastern District of Arkansas, Western Division:

Be it remembered, That at a District Court of the United States of America, in and for the Western Division of the Eastern District of Arkansas, begun and holden on Monday, the Third day of April Anno Domini, One Thousand, Nine Hundred and Sixteen at the United States Court Room, in the City of Little Rock, Arkansas, the Honorable Jacob Trieber, Judge presiding and holding said Court, the following proceedings were had, to-wit: on June 14th, 1916:

No. 1636.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

vs.

WILLIAM F. McKNIGHT, J. SAM ROWLAND, and THOMAS E. WOOD, Constituting the Railroad Commission of the State of Arkansas,

And

No. 1637.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

vs.

WILLIAM F. McKNIGHT, J. SAM ROWLAND, and THOMAS E. WOOD, Constituting the Railroad Commission of the State of Arkansas.

Now on this day this cause came on to be heard and was argued by counsel, and on consideration thereof, it was ordered, adjudged and decreed as follows:

That the exceptions of the St. Louis, Iron Mountain and Southern Railway Company to the claims of the Southern Cotton Oil Company be overruled, and that the Southern Cotton Oil Company do have and recover of and from the St. Louis, Iron Mountain and Southern Railway Company and the United States Fidelity and Guaranty Company, the surety on the injunction bond herein, the sum of Forty-two thousand, Four Hundred Thirteen Dollars
4 and Sixteen Cents ($42,413.16).

That the exceptions of the St. Louis Southwestern Railway Company to the claim of the Southern Cotton Oil Company be overruled, and that the Southern Cotton Oil Company do have and recover of and from the St. Louis Southwestern Railway Company, and the United States Fidelity and Guaranty Company, the surety on the injunction bond herein, the sum of Six Thousand, Five Hundred Fifty-two Dollars and Three Cents ($6,552.03).

That said judgments bear interest from the date hereof at the rate of six per cent per annum.

That the exceptions of the St. Louis, Iron Mountain and Southern Railway Company, and of the St. Louis Southwestern Railway Company, respectively, to the claim of J. F. Hasty & Sons, against each of said companies, based on the ground that said claims were movements in interstate commerce, and that the rates on which said claims were based were discriminatory, be and the same are hereby sustained.

That the exceptions of the St. Louis, Iron Mountain and Southern Railway Company to the claims of the Arkadelphia Milling Company based on the ground that the rates on which the claims were based were discriminatory, be and the same is hereby sustained. And in as much as the aforesaid grounds of exceptions dispose of

said claims of the said J. F. Hasty and Sons and the Arkadelphia Milling Company, the Court does not consider or pass upon any other exceptions to the allowance of said claims by the Master filed by either the complainants or said claimants, or make any finding as to them.

It is therefore ordered, adjudged and decreed that the aforesaid claims of J. F. Hasty and Sons and the Arkadelphia Milling Company and each of them be disallowed.

(Signed) JACOB TRIEBER, *Judge.*

5 UNITED STATES OF AMERICA,
Eastern District of Arkansas, Western Division:

Be it remembered, That at a District Court of the United States of America, in and for the Western Division of the Eastern District of Arkansas, begun and holden on Monday, the Sixteenth day of October, Anno Domini, One Thousand, Nine Hundred and Sixteen at the United States Court Room, in the City of Little Rock, Arkansas, the Honorable Jacob Trieber Judge presiding and holding said Court, the following proceedings were had, to-wit: on November 20th, 1916:

No. 1636.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas,

And

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas.

Come the complainants by Moore, Smith & Moore, Esqs., their solicitors, and the Interveners, Arkadelphia Milling Company, J. F. Hasty & Sons, and Southern Cotton Oil Company, by Rose, Hemingway, Cantrell, Loughborough & Miles, Esqs., their solicitors, and file herein their statement of the record in this cause, which is examined by the Court and approved by the Judge hereof, and ordered to be made a part of the record herein.

Which Agreed Statement of Record is as follows:

6 In the United States District Court, Western Division of the Eastern District of Arkansas.

ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

On the Claims of the Southern Cotton Oil Company et al.

Agreed Statement of Record.

As the questions presented by the appeal herein can be determined by the appellate court without an examination of all the pleadings and evidence, the parties hereto, having obtained the approval of the court, do prepare and sign the following statement of the case:

On July 18, 1908, the plaintiff, St. Louis, Iron Mountain and Southern Railway Company, and plaintiff, St. Louis Southwestern Railway Company, filed in this Court its bill of complaint
7 against George W. Bellamy, William F. McKnight, and J. Sam Rowland, as Railroad Commissioners of the State of Arkansas, wherein was alleged the valid organization of the Railroad Commission of the State of Arkansas, and the parties named as defendants in said bill were all the members of that Commission, and that the said Commission was authorized to fix rates to be charged by railroads in the State of Arkansas for transportation of freight and passengers in that State. It was further alleged that on June 4, 1908, said defendants, acting in their official capacity as Railroad Commissioners of the State of Arkansas, adopted Standard Freight Distance tariff No. 3, applying on all classes and commodities of freight on all railroads operated in the State of Arkansas, and ordered the same to take effect on June 15, 1908; and it was alleged that all of said rates were unreasonable, unjust, discriminative, confiscatory and void; and said bill contained statements tending to show that all such rates did not yield an adequate return to the plaintiff for the services rendered in the transportation of such freight; and it was further alleged that the rate for the transportation of passengers fixed at two cents per mile by Act of the Legislature of Arkansas on the 9th day of February, 1907, was confiscatory and void as to the plaintiff; and it was alleged that the operation of said freight tariff would deny complainant the equal protection of the law and take its property without due process of

law, and that complainant was without remedy at law and could only obtain relief in a court of equity. It was prayed that said Distance Tariff No. 3 be held void, and that its operation be permanently restrained; and the same prayer was made as to the Act of the Legislature fixing the passenger rates. A temporary injunction was also asked for.

8 On July 25, 1908, the defendants filed their answer to each of the bills of complaint herein, denying in detail the statements in the complaint tending to show that the rates set forth in Standard Freight Distance Tariff No. 3 were unjust, unreasonable, discriminative, confiscatory and void, and prayed that the bill of complaint be dismissed for want of equity.

On September 3rd, 1908, on application of complainant, the Judge of the Circuit Court of Appeals for the Eighth Circuit granted a temporary injunction restraining the Railroad Commission of Arkansas from continuing in effect the rates named in Standard Distance Tariff No. 3, said order containing the following provision as to the bond to be executed by complainant, St. Louis, Iron Mountain and Southern Railway Company:

"It is further ordered that the complainant execute a bond to the United States of America in the penal sum of Two Hundred Thousand Dollars ($200,000.00) conditioned that said complainant shall keep a correct account showing, as respects the carriage of passengers and freight, the difference between the tariff actually charged and that which would have been charged had the rate inhibited been applied, showing the particular carriage in question and the stations between which the same occurred, and the name of the person affected as far as may be practicable, which record shall be made and kept subject to the further order of this Court, and further conditioned that if it should eventually be decided that so much of this order as inhibits the enforcement of the existing rates

9 should not have been made, the said complainant shall, within a reasonable time, to be fixed by Court, refund in every instance to the party entitled thereto, the excess in charge over what would have been charged had the inhibited rates been applied, together with lawful interest and damages."

The same order was made in the case where the St. Louis Southwestern Railway Company was complainant, except the amount of the bond was $200,000.00.

It was further provided in said order that the injunction should take effect upon the filing of said bonds.

On September 12, 1908, said bonds were filed in the sum of $200,000.00, signed by the complainant St. Louis, Iron Mountain and Southern Railway Company and by the St. Louis Southwestern Railway Company in the sum of $200,000.00 with the United States Fidelity and Guaranty Company as surety on each bond, the recitals of said bonds being as follows:

"Know All Men By These Presents, that the above complainant as principal, and the United States Fidelity and Guaranty Company, a corporation of the State of Maryland, as surety, are held and firmly bound unto the United States of America in the penal sum

of Two Hundred Thousand Dollars ($200,000.00), well and truly to be paid in lawful money of the United States, for the payment of which they bind themselves, their successors and assigns firmly by these presents.

"Signed with our hands, and sealed with our seals and dated this 11th day of September, A. D. 1908.

"This bond is made upon the following conditions, to-wit:

"Whereas, the court in the above entitled cause, made an order on the 3rd day of September, A. D. 1908, granting a re-
10 straining order and providing among other things as follows to-wit:

"'It is further ordered that complainant execute a bond to the United States of America in the penal sum of Two Hundred Thousand Dollars ($200,000.00), conditioned that said complainant shall keep a correct account showing, as respects every carriage of passengers or freight, the difference between the tariff actually charged and that which would have been charged had the rate inhibited hereby been applied, showing the particular carriage in question and the stations between which the same occurred, and the name of the person affected as far as may be practicable, which record shall be made and kept subject to the further order of this court, and further conditioned that if it should eventually be decided that so much of this order as inhibits the enforcement of existing rates should not have been made, that said complainant shall, within a reasonable time, to be fixed by the Court, refund in every instance to the party entitled thereto, the excess in charge over what would have been charged had the inhibited rates been applied, together with lawful interest and damages'.

"Now, if the above named complainant, St. Louis, Iron Mountain and Southern Railway Company, shall well and truly keep and perform all and singular the conditions of said restraining order as above set forth, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

"In Testimony Whereof, the above bounden principal has caused its corporate name to be hereunto subscribed by its Vice President and its corporate seal to be hereunto affixed and duly at-
11 tested, and said surety has caused its corporate name to be hereunto subscribed, and its corporate seal to be hereunto affixed, by Sam W. Reyburn and D. H. Cantrell, its duly authorized attorneys in fact for this purpose this 11th day of September, A. D. 1908.

[SEAL.] "ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY COMPANY,
By C. S. CLARK, *Vice-President.*

"Attest:
F. W. IRELAND,
Assistant Secretary.

"UNITED STATES FIDELITY AND GUARANTY CO.,
By SAM W. REYBURN,
D. H. CANTRELL, *Attorneys-in-Fact.*"

The amount of the bond filed by the St. Louis Southwestern Railway Company was $200,000.00.

On the 18th day of February, 1909, the defendants in said proceedings, namely: the St. Louis, Iron Mountain and Southern Railway Company vs. R. P. Allen and others, State Railroad Commissioners, and St. Louis Southwestern Railway Company vs. same defendants, the said Allen and others being the predecessors in office of the present defendants, filed motions to dissolve or modify the temporary injunctions in said causes, alleging among other things that after the granting of said injunctions complainants therein had severally put in freight tariffs containing unreasonable increases in the rates charged for transportation of freight between points in said state, and praying that said injunctions be dissolved, or, if not dissolved, that they be so modified as to require each of the complainants to put into force and effect a tariff containing reasonable rates for transportation of freight in said State.

12 Thereupon a hearing was had on said motion and a large amount of evidence taken in support of and against the charge that complainant had put in unreasonable rates, and on the first day of June, 1909, said motion coming on for hearing on the evidence introduced thereon, the court made the following order, namely:

"The court being sufficiently advised as to what disposition to make of the motion to modify the temporary injunction heretofore granted in this case, and which was submitted at a previous day of this term,

"It is ordered, adjudged and decreed that, in addition to the conditions upon which temporary injunction was granted herein, the following conditions be and they are hereby prescribed by the Court:

"That from the affidavits and evidence submitted the court finds that the tariff of freight charges put into effect by the said St. Louis, Iron Mountain and Southern Railway Company since the granting of the temporary injunction is unreasonable, and therefore,

"It is ordered that the freight rates pending this action to be charged by the said Railway Company shall be so arranged as to produce a net increase of thirty-three and one-third (33⅓) per cent of the revenue produced by Standard Distance Tariff No. Three (No. 3), put into effect by the defendants, the Board of Railroad Commissioners, and in force at the time the temporary injunction was granted; and that the same be put in effect not later than June seventh (7th), 1909, and continued in force until the further order of the Court, with leave to either party to apply to the court

13 for a modification of said tariff if it shall be found that it does not conform to the order of the court in respect to the aforesaid increase in the revenue of the said St. Louis, Iron Mountain and Southern Railway Company.

"And thereupon come the parties and file a tariff which both parties believe conforms to the order of the court, and said tariff is ordered to be filed marked "Exhibit A" to the decree modifying a temporary injunction and made a part of the record in this cause.

"It is further ordered that the security given by the said St. Louis, Iron Mountain and Southern Railway Company upon the granting of the preliminary injunction shall in no wise be affected by this

order, but shall remain liable in the same manner for the rate charged under the tariff promulgated under this order of court, as if this order had been embodied in the order granting the preliminary injunction; and a failure to comply with the schedule herein filed shall be cause for the dissolution of the temporary injunction.

"(Signed) JACOB TRIEBER, *Judge.*"

An order in the same words was entered at the same time in the case of the St. Louis Southwestern Railway Company.

The tariffs referred to in said order took effect on June 1st, 1909, and continued in force from that time continuously until July 18th, 1913.

On June 23, 1909, the judge of the District Court for this District entered a norder requiring the complainant St. Louis, Iron Mountain and Southern Railway Company to execute an additional bond in the sum of $800,000.00, signed by itself, without additional sure-
14 ties, said order requiring that said bond be conditioned:

"That it (complainant) shall on and after July 1st, 1909, issue to each person purchasing a ticket or paying cash fare upon the train from one point in the State of Arkansas to another point in the same State, and confined exclusively to intrastate travel, a certificate or coupon showing the amount paid by such passenger for such ticket and the date thereof; and to every shipper or consignee when paying freight on any commodity shipped from one part of the State of Arkansas to another part and which is wholly the subject of intrastate traffic, a receipt or freight bill, showing the amount charged for the carriage of such freight and also endorse on the same bill the amount or rate which would have been charged had the inhibited rate continued in force; which receipt or coupon or freight bill shall be prima facie evidence of the amount paid and the date of payment. The complainant shall keep a correct account showing as respects the carriage of freight and passengers the difference between the amount actually charged and that which would have been charged had the inhibited rates been applied, and further conditioned that if it should eventually be decided that so much of this order as inhibits enforcement of the rates prescribed by the Railroad Commission of the State of Arkansas in Distance Tariff No. 3, and the two cent per mile passenger rate prescribed by the Statute of 1907, should not have been made, that the complainant shall refund to the owners and holders of the certificates issued by it, the excess charges as shown by the same, provided, however, that such certificates as to the amounts and
15 dates shall only be prima facie evidence of these facts. Such bond shall be in addition to the bond heretofore executed and not in lieu thereof."

A similar order was entered on the same day as to the St. Louis Southwestern Railway Company, with the exception that the bond required of it was to be in the penal sum of Three Hundred Thousand Dollars ($300,000.00).

Said bond of the St. Louis, Iron Mountain and Southern Railway Company being as follows:

"Know All Men by These Presents: That the St. Louis, Iron Mountain and Southern Railway Company is held and firmly bound unto the United States of America in the penal sum of Eight Hundred Thousand Dollars ($800,000.00), for the payment of which it hereby binds itself, its successors and assigns.

"The condition of this obligation is such that:

"Whereas, in a suit of the above bounden (a corporation) against Robert P. Allen, John W. Crockett and John E. Hampton, Railroad Commissioners of the State of Arkansas, Henry Leigh and George McLean, an order of temporary injunction was issued enjoining and restraining the defendant Railroad Commissioners of the State of Arkansas from enforcing certain freight and passenger rates in said State; and,

"Whereas, it was subsequently ordered in said proceedings:

" 'That complainant execute a bond to the United States of America in the penal sum of Eight Hundred Thousand Dollars ($800,000.00) signed by itself without additional sureties, conditioned that it shall, on and after July 1st, 1909, issue to each person pur-

16 chasing a ticket or paying cash fare upon the train from one point in the State of Arkansas to another point in the same State, and confined exclusively to intrastate travel, a certificate or coupon showing the amount paid by such passenger for such ticket and the date thereof; and to every shipper or consignee when paying freight on any commodity shipped from one part of the State of Arkansas to another part, and which is wholly the subject of intrastate traffic, a receipt or freight bill showing the amount charged for the carriage of such freight and also endorse on the same bill the amount or rate which would have been charged had the inhibited rate continued in force; which receipt or coupon or freight bill shall be prima facie evidence of the amount paid and the date of payment. The complainant shall keep a correct account showing as respects the carriage of freight and passengers, the difference between the amount actually charged and that which would have been charged had the inhibited rates been applied, and further conditioned that if it should eventually be decided that so much of this order as inhibits enforcement of the rates prescribed by the Railroad Commission of the State of Arkansas in Distance Tariff No. 3 and the two cent per mile passenger rate prescribed by the Statute of 1907, should not have been made, that the complainant shall refund to the owners and holders of the certificates issued by it, the excess charges as shown by the same; provided, however, that such certificates as to the amounts and dates shall only be prima facie evidence of these facts,'

"Now, therefore, if the said St. Louis, Iron Mountain and Southern Railway Company shall comply with and perform each

17 and all of the terms, conditions and provisions above set forth, and shall issue the certificates or coupons to passengers, receipts or freight bills to shippers and consignees and keep the accounts as required by said order to be kept, and make the payments or refunds as herein provided to be made, if it should eventually be decided that so much of said order of injunction as inhibits the enforcement of said inhibited rates should not have been made, then

this ob.:gation shall be null and void, otherwise to remain in full force and effect.

"In Witness Whereof, the said St. Louis, Iron Mountain and Southern Railway Company, has caused these presents to be executed this the third day of July, 1909.

[SEAL.] "(Signed) ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY COMPANY,
By C. S. CLARK, *Vice-President.*

Attest:
F. W. IRELAND,
Assistant Secretary."

The bond of the St. Louis Southwestern Railway Company, in like tenor and effect, in the sum of Three Hundred Thousand Dollars ($300,000.00) was also filed.

Much testimony was taken by the complainant and the defendants to sustain their respective contentions; and on May 11th, 1911, the cause came on for final hearing, and the following decree was rendered by this court in both cases:

"Now on this day comes the complainant, by its solicitors, Moore, Smith & Moore, Esqs., and also come the defendants, by their solicitors, Joseph M. Hill and James H. Harrod, Esqs., and thereupon, said cause having been argued upon the evidence and stipulations on file and of record in said cause, and having been taken under
18 advisement at a former term of this Court, and the Court being well and sufficiently advised in the premises,

"It is accordingly ordered and decreed that the defendants, Robert P. Allen, George W. Bellamy and William F. McKnight, as Railroad Commissioners of the State of Arkansas, and Henry Leigh and George McLean, and each of them, their agents, employees and successors, as well as all other persons patrons of complainant, either in the shipment of freight, or as passengers between stations on complainant's road in the State of Arkansas, are hereby perpetually enjoined from enforcing or attempting directly or indirectly by any suit or in any manner whatsoever to enforce against the complainant, its officers, agents, employees, servants, any of the provisions of Standard Freight Distance Tariff No. 3, and amendments thereto adopted prior to the institution of this action, prescribing the rate or rates for the transportation of classes and commodities or any provisions of said tariff whereby any of said rates shall be continued in force, or from enforcing or attempting directly or indirectly, by any suit or in any other manner whatsoever, to enforce against the complainant, its officers, agents, or servants, any of the provisions of an Act of the General Assembly of the State of Arkansas, entitled: 'An Act to Amend Section 6611 of Kirby's Digest of the Statutes of Arkansas, by fixing Passenger Rates in this State, and for other Purposes," approved February 9th, 1907, or to enforce the provisions of any other act or acts of the Legislature of said State providing penalties for non-compliance

by complainant with the provisions and requirements of
19 Standard Freight Distance Tariff No. 3, and amendments thereto as aforesaid, or the aforesaid Act of the Legislature of the State of Arkansas, fixing passenger rates in said State.

"It is further ordered that the costs incurred by the complainant and defendants respectively, in procuring the attendance of witnesses before the Master and the payment of the fees of stenographers in the recording of said testimony be borne by the complainant and the defendants, Robert P. Allen, George W. Bellamy and William F. McKnight, and that neither party recover from the other therefor; that all remaining costs including Master's fees, the complainant pay one-fourth and the defendants, Robert P. Allen, George W. Bellamy and William F. McKnight, Railroad Commissioners as aforesaid pay one-half, the other fourth to be paid by the complainant in case No. 1636, the payment of said costs to be recovered by execution to be issued by the Clerk of this Court upon application of either party in interest.

"It is further ordered that the bond for injunction filed by the complainant here be released and the sureties thereon discharged from liability.

"And the Court reserves and retains unto itself jurisdiction of the subject matter of this suit and of all parts thereto to the end that such other and further orders and decrees may be made herein as may become necessary herein by reason of any changed conditions as to the facts, equities or rights that may hereafter take place or arise.

"(Signed) JACOB TRIEBER, *Judge.*"

From these decrees appeals were taken by the defendants to the Supreme Court of the United States; and on the hearing by that Court the decrees were reversed and the causes remanded,
20 with directions to the District Court to dismiss the bill of complaint without prejudice.

The mandates from the Supreme Court of the United States were filed in this court on June 18th, 1913, and the following shows the provisions of said mandate and the order of the District Court thereon:

"Be it remembered, that at a District Court of the United States of America, in and for the Western Division of the Eastern District of Arkansas, begun and holden on Monday, the seventh day of April Anno Domini, One Thousand Nine Hundred and Thirteen at the United States Court Room, in the City of Little Rock, Arkansas, the Honorable Jacob Trieber, Judge presiding and holding said Court, the following proceedings were had, to-wit: on July 18, 1913:

"This cause came on for hearing this day, the parties appearing by their respective solicitors, and thereupon the defendants filed the Mandate of the Supreme Court of the United States in this cause under the style of Robert P. Allen, George W. Bellamy and William F. McKnight, Railroad Commissioners of the State of Ar-

kansas, Henry Leigh and George McLean vs. St. Louis, Iron Mountain and Southern Railway Company, which mandate is in words and figures as follows, to-wit:

'UNITED STATES OF AMERICA, *ss:*

'The President of the United States of America to the Honorable the Judges of the District Court of the United States for the Eastern District of Arkansas, Greeting:

'Whereas, lately in the Circuit Court of the United States
21 for the Eastern District of Arkansas, in a cause between St. Louis, Iron Mountain and Southern Railway Company, complainant, and Robert P. Allen, George W. Bellamy and William F. McKnight, Railroad Commissioners of the State of Arkansas, and Henry Leigh and George McLean, defendants, No. 1637, wherein the decree of the said Circuit Court, entered in said cause on the 11th day of May, A. D. 1911, is in the following words, viz:

(Here was recited the decree of the District Court from which the appeal was taken, and which appears herein immediately preceding this mandate.)

as by the inspection of the transcript of the record of said cause of the said Circuit Court, which has been brought into the Supreme Court of the United States by virtue of an appeal taken by Robert P. Allen, George W. Bellamy and William F. McKnight, Railroad Commissioners of the State of Arkansas, agreeably to the Act of Congress, in such case made and provided, fully and at large appears.

'And whereas, in the present term of October, in the year of our Lord one thousand nine hundred and twelve, the said cause came on to be heard before the said Supreme Court, on the said transcript of record, and was argued by counsel.

'On consideration whereof, it is now here ordered, adjudged and decreed by this Court that the decree of the said Circuit Court in this cause be, and the same is hereby, reversed with costs, and that the said Robert P. Allen, et al., Commissioners etc., recover against the said complainant Three Thousand One Hundred and Two Dollars and Fifty-two Cents for their costs herein expended and have execution therefor.

22 'It is further ordered that this cause be, and the same is hereby, remanded to the District Court of the United States for the Eastern District of Arkansas, with directions to dismiss the bill without prejudice. June 16th, 1913.

'You therefore, are hereby commanded that such execution and further proceedings be had in said cause, in conformity with the opinion and decree of this Court, as according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

'Witness the Honorable Edward D. White, Chief Justice of the

United States, the eleventh day of July, in the year of our Lord one thousand nine hundred and thirteen.

'(Signed) JAMES H. McKENNEY,
Clerk of the Supreme Court of the United States.'

"Thereupon, in obedience to the foregoing mandate, it is by the Court, ordered, adjudged and decreed that the bill of complaint of the plaintiff herein originally brought against Robert P. Allen, John E. Hampton and John W. Crockett, Railroad Commissioners of the State of Arkansas, and Henry Leigh and George McLean, and in which action by appropriate orders heretofore made, William F. McKnight, George W. Bellamy and J. Sam Rowland have been substituted as defendants, as successors of the former defendants, the Railroad Commission of the State of Arkansas, be and the same is hereby dismissed without prejudice.

"It is further ordered, adjudged and decreed by the Court
23 that the temporary and permanent injunctions heretofore granted in this cause be, and the same is hereby, dissolved, and that the defendants, the Railroad Commission of the State of Arkansas, do have and recover of and from the complainant herein all their costs herein expended by them, including the costs adjudged to them by the Supreme Court of the United States in this cause, for which execution may issue as in actions at law. That the said costs be taxed by the Clerk of this Court subject to review upon the request of either party by the Court.

"And thereupon, the Court, of its own motion, and against the objection of the complainant, refers, under Rule 15 of this Court, the matter of damages alleged to have been sustained by the defendants, the Railroad Commissioners of the State of Arkansas, by reason of the granting of the temporary and permanent injunctions herein, to Jeremiah G. Wallace, Esq., who is hereby appointed a Special Master for the purpose of determining the damages sustained. That in determining these damages, for the recovery of which the said Commissioners are not acting for themselves but for the benefit of all persons, shippers, consignees and passengers, who have sustained any damages by reason of the granting of said injunctions, the Master is hereby authorized, for the purpose of ascertaining these facts, to examine witnesses, administer oaths, and call upon the plaintiff herein for any books, papers, or transcripts thereof, which, in his opinion, are necessary for the purpose of enabling him to determine any facts in issue in connection with any claim filed with him.

"It is further ordered by the Court that any books, re-
24 ports or transcripts thereof, called for by said Master shall be furnished by the plaintiff herein as speedily as possible.

"And the Master is further directed to give notice by publication in seven newspapers published in the State of Arkansas, one published in each of the following cities in the State, to-wit: Little Rock, Fort Smith, Pine Bluff, Texarkana, Camden, Jonesboro and Helena, and also in such other papers as the Master may deem proper, to the effect that all persons having any claims against the

complainant by reason of the granting of the injunctions herein, shall present the same to him on or before the 1st day of November, 1913, by filing with him the evidence of their claims, or such other proof as they possess. That said notice shall be published in said newspapers once a week for four weeks in all of said papers.

"The Master will report separately all claims which arose under the first temporary injunction granted by the Honorable Willis Van Devanter; next, of all claims which arose under the bond executed in pursuance of the order made by the Honorable Jacob Trieber, District Judge, in this case, and next report all claims which arose after the final decree making the injunction permanent was rendered.

"The Master is hereby authorized to employ such clerical assistance as in his judgment may be necessary for the purpose of aiding him in the performance of his duties.

"The complainant is directed to instruct its agents to furnish the shippers and consignees whose bills have been lost, mislaid or destroyed, or are in the possession of the complainant, such
25 information as appears from their records or is in their possession, to enable the parties to prepare their claims.

"The Master will make a report of his findings to the Court, together with any evidence that may have been taken.

"The Court reserves the power to make any additional order or instructions for the guidance of the Master in this cause."

On the 2nd day of December, 1914, the Master appointed herein filed his report showing in detail the claims filed, and those allowed and those disallowed, and showing in his report the claims filed, allowed and disallowed by him in three separate periods, as directed by the Court in the order appointing him, one being the period from the time of the issuance of the interlocutory injunction herein on September 3rd, 1908, to the time that the additional bond was filed on July 5th, 1909. This was termed in the Master's Report "Series A." One, the period between July 5th, 1909, and May 11th, 1911, the time of the final decree herein by the District Court, and this was termed "Series B." Another, the period between May 11th, 1911, and the date the decree was entered by the District Court putting in force the Mandate of the Supreme Court of the United States, to-wit: July 18th, 1913, and this was termed "Series C."

The claim of the Southern Cotton Oil Company was allowed by the Master in the following amounts:

Against the St. Louis, Iron Mountain and Southern Railway Company:

In Series	A	$6,401.10
" "	B	$12,671.20
" "	C	$13,000.63

26 Against the St. Louis Southwestern Railway Company:

In Series	A	$756.19
" "	B	$1,795.34
" "	C	$2,210.64

To these allowances the complainants and each of them duly excepted within the time allowed by law, and respectively filed the following exceptions and no others to said claims:

Exception No. 1. Because in the final decree entered in said cause on the 11th day of May, 1911, it was ordered and decreed that the injunction bond filed by complainant in said cause be discharged and the makers thereof released from liability, the effect of which order was to relieve complainant and the sureties on said bond from all liability by reason of the granting of said preliminary injunction, as well as by reason of the final decree entered in said cause perpetuating said injunction.

Exception No. 2. As to all such claims for overcharges as accrued subsequent to the date that the final decree in said cause was entered, viz: the 11th day of May, 1911, which are embraced in the class of claims designated by the Special Master as Series C, and to the finding and allowance made by the Special Master in connection with said claims, complainant excepts on the ground that at and after the rendition of the final decree in said cause the injunction bonds filed by complainant ceased to be operative or to create any further liability on the part of the complainant or the sureties therein, and complainant incurred no liability to said claimants or any of them under said final decree perpetuating said injunction, the same having been based on a final hearing and determination by the Court of the issues involved in said cause, and constitutes a final adjudication thereof.

27 The Court overruled said exceptions and sustained the said allowance made by the Master and held that the items of said claims should bear interest at six per cent per annum from the respective dates the overcharges were made.

Complainants objected to the said allowance of interest, but the parties agreed that if the allowance of interest was proper it should be computed from an average time in each series as follows:

In Series A, from January 3, 1909,
" " B, " May 22, 1910,
" " C, " June 13, 1912,

and also excepted to the overruling of said exceptions.

The following are the facts on the following claims based on the so-called rough material rates on which the Master found the following amounts due the respective claimants from the respective railroad companies:

Against the St. Louis, Iron Mountain and Southern Railway Company in favor of J. F. Hasty & Sons, a partnership composed of Joseph F. Hasty, William C. Hasty and Eliphalet F. Hasty:

In Series A	$1,153.36
" " B	$5,923.85
" " C	$9,259.12
Total	$16,336.33

Against the St. Louis, Iron Mountain and Southern Railway Company in favor of the Arkadelphia Milling Company, a corporation organized under the laws of Arkansas:

In Series	A	$1,634.51
" "	B	$6,010.45
" "	C	$2,175.46
	Total	$11,820.42

28 Against the St. Louis Southwestern Railway Company in favor of J. F. Hasty and Sons:

In Series	A	$162.02
" "	B	$534.37
" "	C	$384.02
	Total	$1,080.41

That all of said claims and the allowances of the Master thereon are based upon the difference between the rates charged while the injunction herein was in force and the rates provided in Standard Freight Distance Tariff Number Three on the movement of rough material, the said tariff having been promulgated by the Railroad Commission of the State of Arkansas, taking effect June 15th, 1908, being the tariff enjoined in this proceeding, the said tariff containing the following provisions in regard to the application of said rates:

"Item 79. Rough Material Rates.

(*a*) Rough Material Rates applicable on Rough Lumber, Staves, Flitches, Bolts, and Logs, car loads, between all points in Arkansas, minimum weight. In cars of 40,000 pounds or greater marked capacity, the minimum weight will be 40,000 lbs. In cars of less than 40,000 pounds marked capacity, the minimum weight will be the marked capacity of the car.

Distance.	Rates in cents per hundred pounds.
1 to 50 miles, inclusive	2 cents.
51 to 100 " "	2½ "
101 to 150 " "	3½ "
151 to 250 " "	5 "
251 miles and over	8 "

(*b*) The above named rates are conditional upon the manufactured product being reshipped over the same line bringing in the rough material, and may be only used subject to the following conditions: The proportion of the tonnage of outbound manufactured product to the tonnage of in-bound rough material shall not be less than the following:

29

Finished Lumber, 60 per cent of weight of rough lumber.
Finished Staves, 40 per cent of weight of rough staves.
Spoke Bolts, sawed to shape, 40 per cent of weight of rough bolts.
Rough Spokes, 20 per cent of weight of spoke bolts.
Handles, 20 per cent of weight of handle bolts.
Hoops, 15 per cent of weight of flitches.
Hubs, 16⅔ per cent of weight of hub bolts.
Staves and Heading, 30 per cent of weight of bolts.
Boat Oars, 20 per cent of weight of rough material.
Furniture, 60 per cent of weight of rough material.
Lumber, 33⅓ per cent of weight of logs.
All other finished products, 60 per cent of weight of rough material.

(*c*) The rates named above are intended to be used as rough material rates only and carriers will be allowed by the Commission to require consignees desiring to avail themselves of the benefit of same to enter into a suitable contract with reference to the re-shipment of the specified percentage of the finished product; Provided, the terms of said contract must be satisfactory to and approved by the Commission; Provided further, That in no case shall the contract provide a higher rate on in-bound shipments than outlined in the above table.

(*d*) The rates provided in this order do not include switching charges at point of shipment or at destination. All such charges will be assessed and collected in addition to the regular freight charges.

(*e*) The rates provided in this order shall not apply to joint shipments. (Order 342.)

(*f*) Effective November 1, 1907—"The proportion of the tonnage of out-bound manufactured product to the tonnage of in-bound rough materials shall not be less than the following:

Shuttle Blocks, 30 per cent weight of rough material." (Order 352.)"

That the aforesaid claimants shipped over the line of railroad that brought in the rough material, the requisite percentages of manufactured product named in said Item #79 of said Tariff, in the usual cou-se of business as hereinafter described.

That said tariff also carried other schedules of rates applicable to the movement of the same commodities as those covered by the above claims where there was to be no reshipment of the in-bound rough material in its finished state from the mill, said rates being known as the flat or local rates and are covered by Items 40 and 41, which are as follows:

Item #40. Lumber Rates will apply on lumber, except Walnut, Butternut, Cherry and Woods of value; also on the following articles, in straight or mixed carloads:

Base Boards.

Bed Slats.

Blocks, Corner and Base.
Blocks, Head and Plinth.
Box Lumber or Shooks, including Scarfed Berry Box Material, in bundles or racks.
Carpenter's Mouldings.

Casing.
31

Combined Lath and Sheating.
Curtain Poles, in the rough, cut to dimensions and turned.

Cross Arms.
Fence Posts.
Guttering, rough.
Lath, Pine.
Telegraph and Telephone Poles.

Walnut Logs, not squared.
Window Stools, Aprons and Hoods.

Lumber, including Ceiling, Flooring (except Wood Carpet).
Wainscoting, Match Blocks and Circus Seats (not upholstered nor with backs).

Paving Blocks.

Piles.
Plow Handles, not further finished than planed and hand holes shellac-ed.
Rough Sawed Hewn Shapes for Agricultural Implements and Vehicles not further finished than planed.

Sawed and Bent Shapes for Agricultural Implements and Vehicles not further finished than planed.

Shingles.
Spools (for barbed wire), K. D.
Stave Bolts.
Tank Material, sawed in shape, racked up.
Well Tubing.

Item 40.

Distance—Miles.	Lumber, laths, and shingles.
5 and under	3
10 and over 5	3
15 and over 10	3
20 and over 15	3
25 and over 20	3
30 and over 25	4
35 and over 30	4
40 and over 35	4
45 and over 40	4
50 and over 45	4
55 and over 50	4½
60 and over 55	4½
65 and over 60	4½
70 and over 65	4½
75 and over 70	4½

32

80 and over 75	5
85 and over 80	5
90 and over 85	5
95 and over 90	5
100 and over 95	6
110 and over 100	6
120 and over 110	6
130 and over 120	6
140 and over 130	6
150 and over 140	7
160 and over 150	7
170 and over 160	7
180 and over 170	7
190 and over 180	7
200 and over 190	8
210 and over 200	8
220 and over 210	8
230 and over 220	8
240 and over 230	9
250 and over 240	9
260 and over 250	10
270 and over 260	10
280 and over 270	12
290 and over 280	12
300 and over 290	

Articles taking higher than lumber rates:

Walnut, Butternut and Cherry Lumber and Walnut Logs (squared), car loads, 3 cents above Lumber Rates.

Mahogany, Holly, and Woods of Value, see Classification.

33 All other woods, Lumber rates.

The following articles, when loaded in straight or mixed car loads, will take 3 cents per 100 pounds above the Lumber Rates, subject to the minimum weights governing shipments of Lumber. When Loaded with Articles taking Lumber Rates, they will take 5 cents over the Lumber Rates on the actual weight of such articles, provided they are specified on the shipping tickets; if not so specified, the regular less car load rating will apply; the total charges on the entire car load, however, not to exceed the charges on a straight or mixed car load or articles taking three (3) cents per 100 pounds above the Lumber Rates:

Angle Beads.
Astragals.
Balusters.
Balustrade Work.
*Base Boards.
Blinds, Inside and Outside.
*Blocks, Coner and Base.
*Blocks, Head and Plinth.
Cresting.
Door Jambs.
Doors, Panel.
Doors, Screen.
Doors, glazed, with common window glass, or unglazed (if glazed, released).
Gable Ornaments.

34

Grille Work.
Panel Jambs.
Panel Wainscoting and Ceiling.
Pantry Fittings.
Pilasters.
Porch Newels.
Porch and Piazza Columns.
Porch Railing.
Portiere Work.
*Carpenters' Mouldings.
*Casings.
Closet Fittings.
Closet Seats.
Closet Tanks.
Corner Beads.
Cornice Brackets.
Rosettes.
Sash, glazed, with common window glass, or unglazed if glazed, released.
Scroll Work.
Shelves.
Shutters, Inside and Outside.
Spindles.
Stair Work, Newels, Risers, treads, Railing, Balusters, and Post Ornaments, K. D., and taken part.
Store Fronts.
Turned Work, entering into the construction of buildings.
*Wainscoting.
Wash Tub Covers.
Window, Door, Blind and Screen Frames, set up or K. D.
Windows, Screen.
*Window, Stools, Aprons and Hoods.
Porch Work.

The basis for rates on Inside Finish Material will not apply on articles named when polished or varnished.

NOTE.—The foregoing rates will not apply on the articles named when manufactured from Mahogany, Rosewood, Lignum Vitae, or other valuable foreign woods.

The following articles, when loaded in straight or mixed car loads, will take 3 cents per 100 pounds above the Lumber Rates:
Ax Handles, turned, not further finished.
Handle Butts, turned, not otherwise finished.
Last, in rough.
Sleigh Wood, turned, not otherwise finished.

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*Applies when manufactured from woods other than those enumerated above as taking Lumber Rates.

Shapes for Vehicles, dressed.
Shapes for Agricultural Impliments, dressed.
Wagon Bows.

NOTE.—The less car load rates on Wooden CrossArms for telephone, telegraph and electric light poles will be 300 per cent of the car load Lumber Rate.

	Car loads. Minimum weight.
Shingles, Car Load	24,000

All other articles taking lumber rates and higher minimum weight, car load, shall be 30,000 pounds, except when car is loaded to full visible capacity, when actual weight shall govern, subject to a minimum weight of 24,000 pounds.

Piling, Logs, Telegraph or Telephone Poles and other Long Timbers requiring more than one car, shall be charged for at a minimum weight of 20,000 pounds for every car used.

"Dowell Pins, straight car load, 5 cents per cwt. higher than Lumber Rates." (Order 360.)

The rate on Portable Houses, K. D., carload will be made 3 cents higher than the car load rates on Lumber. (Order 301.)

"Brick, not exceeding 2,000 in number; Lime, not exceeding 3 barrels, and sand not exceeding 2 yards, may be included in each car of Lumber, or Lumber and Articles included in the Lumber mixture, and such brick, Lime, and Sand so included shall be charged for at the car load Lumber Rate." (Order 343.)

Item #41. Staves, Headings and Hoops.

	Car loads. Minimum Weight.
Straight or Mixed Car Loads	30,000

Distance—Miles.	Item 41. Staves and Headings.
5 and under	3
10 and over 5	3
15 and over 10	3
20 and over 15	4
25 and over 20	4
30 and over 25	4½
35 and over 30	4½
40 and over 35	4½
45 and over 40	4½
50 and over 45	4½
36	
55 and over 50	5
60 and over 55	5
65 and over 60	5
70 and over 65	5

75 and over 70 5
80 and over 75 6
85 and over 80 6
90 and over 85 6
95 and over 90 6
100 and over 95 6
110 and over 100 7
120 and over 110 7
130 and over 120 7
140 and over 130 7
150 and over 140 7
160 and over 150 8
170 and over 160 8
180 and over 170 8
190 and over 180 8
200 and over 190 8
210 and over 200 9
220 and over 210 9
230 and over 220 9
240 and over 230 10
250 and over 240 10
260 and over 250 10
270 and over 260 11
280 and over 270 11
290 and over 280 13
300 and over 290 13

37 That neither of the defendants' railway Companies submitted to the Arkansas Railroad Commission a form of contract referred to in Item 79 of said Tariff for its approval.

The term "injunction in force," refers to the period after the temporary injunction was issued herein, on September 3rd, 1908, restraining the operation of the said tariff issued by the Arkansas Railroad Commission, until the entry of the mandate of the Supreme Court of the United States, July 18th, 1913, reversing the final decree herein.

That the shipments on which the foregoing claims are based were either of "bolts," "rough staves" or "rough heading" from the woods to the mills of the respective claimants, except that a part of the claim of the Arkadelphia Milling Company was based upon rough material in the form of rough lumber shipped to their mill. In the woods, trees would be cut down and sawed into lengths, and these lengths would be split into quarters or a less fraction of the piece. "Bolts" were the parts into which a length or cut was split, from which several barrel staves, or pieces of barrel heading or hoops, could be made; "rough staves" or "rough heading" were pieces of the size from which but one stave or piece of heading could be made. Some of the shippers whose claims are involved manufactured their rough material only into staves, some only into heading or hoops and some into more than one of such parts. When the rough material reached the mills, it was manufactured into finished staves, headings

and hoops, and in this condition shipped to whoever purchased them. The purchaser uses them in making barrels, casks, etc. The wastings in the finishing of said articles from the rough material were either disposed of for fire-wood, or destroyed. When the rough material left the woods, a bill of lading was issued from the woods
38 to the mill. When the rough material reached the mill, it was finished into some or all of the articles described, when it was stacked in the yards or placed in kilns to dry. The process of manufacturing and drying occupied several months, or on an average this process would be gone through with, the finished products sold and shipped to the purchaser in about five months from the date the rough material was received at the mill. The claimants classified the different parts after they came from the mill completely finished, and made sales from such stock. The markets for the manufactured articles were almost altogether in other states than Arkansas, or in foreign countries, and about ninety-five per cent of the sale of finished articles, that is, of the total outbound shipments, were made for delivery at points outside the State of Arkansas, the remaining five per cent being sold and delivered, or shipped to points within the State of Arkansas. At the time the rough material was shipped to the mills, the mills did not know to whom they would sell the finished product, or to what points it would be shipped, but did know that there was little market for the finished articles in the State of Arkansas, and expected that they would sell ninety-five per cent of said finished articles and ship them to points outside the State of Arkansas.

It was the intention of all the claimants herein at the time they shipped the rough material into the milling points to mill said rough material with the object of selling the said finished product and shipping it out as soon as practicable and all of them knew and intended at the time they brought the rough material into the mill on account of previous course of dealings in the business, that ninety-five per cent of the finished product would be by them shipped to
39 points outside the State of Arkansas.

The claimants paid the usual property tax to the State of Arkansas on their stock of materials on hand at the milling point, whether said stock was in the rough or finished, the amount of the tax being arrived at according to the methods in use in the State of Arkansas by the use of an average basis.

The rates charged on the rough material from the woods to the mill while Standard Distance Tariff No. 3 was suspended by the injunction herein were lower than the local rates named in that tariff, but were greater than the rough material rates named in that tariff.

On the shipment of the outbound product from the mill to its destination the freight rates charged were the regular rates in force at the time on these commodities between those points, and the shipments went forward on the ordinary way bills between those points.

As to the part of the claim of the Arkadelphia Milling Company that was based on rough lumber shipped to their mill, the rough lumber was manufactured into dressed lumber, stored in their yards, and later sold and shipped to whoever purchased it, in the same man-

ner as was done with bolts and staves in the stave business as hereinbefore described, and with the same intention, except that a much large- per cent of the dressed or finished lumber was sold and shipped to points within the State of Arkansas.

The rough material rates per 100 pounds established in Distance Tariff No. 3, from the woods to the mill, plus the rate per hundred pounds on the manufactured article from the mill to its destination, were substantially more than the through rates would be on
40 a shipment of the same manufactured articles from the woods to final destination on a continuous movement; if the rough material had been shipped from the woods to final destination of the finished product the cost of transportation would have been much greater, because of the greater weight and bulk of the rough material.

Since about the year 1898 similar rough material tariffs have been in force in Arkansas.

The Railroad Companies in due time filed exceptions to the allowance of each of said claims, and the claimants also filed exceptions in connection with said claims, raising a number of questions; but the only exceptions ruled on by the court and involved on this appeal were the following:

1. "That the movement of said rough material into the milling point, and the subsequent forwarding of the finished product to points beyond the State of Arkansas, constituted interstate commerce, and the rough material rates of the defendants are not applicable."

The Court sustained said exception as to the claims of J. F. Hasty and Sons, to which ruling said intervener excepted.

2. "That the provisions of Distance Tariff No. 3, Item 79, regulating rough material rates inbound, are in the alternative, and are also discriminatory against shippers who do not enter into contracts with the carrier with reference to the re-shipment of the specified percentages of the finished product."

The Court sustained said exception to the claims of the Arkadelphia Milling Company, to which ruling said intervener excepted.

As to the claims of the Arkadelphia Milling Company in which the evidence was similar to that on the other claims except
41 the interstate commerce feature, the Railway Companies filed no exceptions on the ground that the movement to the mill was interstate commerce. The only exception to said claims involved in this appeal was the second one above.

The following is one of the established rules of the District Court of the United States for the Eastern District of Arkansas, and it was in force at the time the injunction was issued herein and the injunction bonds given and has been continuously in force since then.

"Rule XIV. In all cases in which an injunction has been granted, and a bond executed by the complainants, damages sustained by the party enjoined, in case the injunction is dissolved, may be assessed in the same proceeding, either by the court or by reference to a Master, and judgment entered in the same action against the sureties on the bond; provided, however, that unless the damages are thus assessed in the cause, or a judgment entered that the party enjoined is entitled to no damages by reason of the improper granting of the injunction,

he may proceed on the bond in an action at law without any further order or leave of the Court."

Prior to the hearing the District Court entered an order consolidating the foregoing causes and interventions.

Witness our hands this 20th*n* day of November, 1916.

(Signed) ROSE, HEMINGWAY, CANTRELL, LOUGHBOROUGH & MILES,
By J. F. LOUGHBOROUGH,
Solicitor for all the Claimants.
JOHN M. MOORE AND
GEO. A. McCONNELL,
Solicitors for St. Louis, Iron Mountain & Southern Railway Company, and St. Louis Southwestern Railway Company.

42 The foregoing statement of the case is approved this 20th day of November, A. D. 1916.

(Signed) JACOB TRIEBER,
District Judge.

Endorsed: Filed November 20th, 1916. Sid. B. Redding, Clerk.

43 UNITED STATES OF AMERICA,
Eastern District of Arkansas, Western Division:

Be it remembered, That at a District Court of the United States of America, in and for the Western Division of the Eastern District of Arkansas, begun and holden on Monday, the Sixteenth day of October Anno Domini, One Thousand, Nine Hundred and Sixteen at the United States Court Room, in the City of Little Rock, Arkansas, the Honorable Jacob Trieber Judge presiding and holding said Court, the following proceedings were had, to-wit: November 24th, 1916:

No. 1636.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas,

And

No. 1637.

ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY COMPANY

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas.

Comes the Intervener, The Arkadelphia Milling Company, by Rose, Hemingway, Cantrell, Loughborough and Miles, Esqs., its so-

licitors, and files herein its Assignment of Errors and Petition for Appeal, to the Supreme Court of the United States, which appeal is allowed, returnable in thirty (30) days, upon the execution of a bond in the sum of Five Hundred Dollars ($500.00); and comes said Intervener, and files herein its bond, with F. J. Schmutz as surety, which is approved by the Judge of this Court as sufficient; and said Intervener also files herein its directions as to the transcript on appeal, and notice of election to have the Clerk of this Court prepare the same for the Appellate Court; and said Intervener also files its Citation with service of the same duly accepted by Moore, Smith and Moore, Solicitors for the complainants herein.

44 Which Assignment of Errors and Prayer for Appeal is as follows:

In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

On the Intervention of the Arkadelphia Milling Company.

Prayer for Appeal and Assignment of Errors.

Considering itself aggrieved by the final decision of the district court on its intervention in the above entitled cause, the intervener, Arkadelphia Milling Company, hereby prays an appeal from the decision and decree on its intervention in the above entitled cause to the Supreme Court of the United States and the intervener assigns the following errors in the record and proceedings in said cause:

First. The Court erred in entering a final decree disallowing the claim and dismissing its intervention.

Second. The Court erred in its conclusion and decision that the rates on which the claim of the Arkadelphia Milling Company filed herein is based were void as being discriminatory.

45 Third. The Court erred in its conclusion and decision that there was an exception filed by the complainant to the report of the Master herein on the claim of the Arkadelphia Milling Com-

pany, on the ground that the rates promulgated by the Arkansas Railroad Commission, on which said claim was based, were void for discrimination against other shippers.

Fourth. The Court erred in its conclusion and decision that the rates on which the claim of the Arkadelphia Milling Company was based, were void, because the Supreme Court of Arkansas had held that they were applicable to shipments that this court deemed were movements in interstate commerce, and being so applicable, the rates were not separable and all the so-called rough material rates were void on this account.

Fifth. The Court erred in sustaining exception numbered two, to the claim of intervener, Arkadelphia Milling Company.

Wherefore, in order that the said intervener may obtain relief in the premises and have opportunity to show the errors complained of, it prays that it be allowed to appeal to the Supreme Court of the United States, and that the proper orders in reference to the security required of it be made; and that the aforesaid decree be reversed.

(Signed) ROSE, HEMINGWAY, CANTRELL, LOUGHBOROUGH & MILES,
By J. F. LOUGHBOROUGH,
Solicitors for Intervener.

Appeal to the Supreme Court of the United States, returnable in thirty (30) days, granted upon the execution of a bond in the sum of Five Hundred Dollars ($500.00) conditioned as required by law, to be approved by me.

(Signed) JACOB TRIEBER, *Judge.*

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

46 In the District Court of the United States for the Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Bond on Appeal.

Know all men by these presents:

That we, Arkadelphia Milling Company, as principal, and F. J. Schmutz, as surety, are held and firmly bound unto the St. Louis,

Iron Mountain and Southern Railway Company, and unto the St. Louis Southwestern Railway Company, in the full and just sum of Five Hundred Dollars ($500.00), to be paid to the said St. Louis, Iron Mountain and Southern Railway Company and to the said St. Louis Southwestern Railway Company, their respective successors or assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors and successors jointly and severally by these presents.

Sealed with our seals and dated this 24th day of November, 1916.

Whereas, lately, at the April Term, A. D. 1916, of this Court of the United States for the Western Division of the Eastern
47 District of Arkansas, in suits depending in said Court between the St. Louis, Iron Mountain and Southern Railway Company and George W. Bellamy, et al., as the Railroad Commission of Arkansas, and the St. Louis Southwestern Railway Company and the same named defendants, a decree was rendered against the intervention of the principal in ths obligation. It has obtained an appeal in the said Court to reverse the decree in the aforesaid suit, and a citation directed to the said St. Louis, Iron Mountain and Southern Railway Company, and to the said St. Louis Southwestern Railway Company, citing and admonishing each of them to be and appear in the United States Supreme Court, in the City of Washington, District of Columbia, thirty (30) days from and after the date of said citation.

Now the condition of the above obligation is such that if said intervener shall prosecute said appeal to effect and answer all damages and costs, if its fails to make good its plea, then this obligation shall be void; else to remain in full force and effect.

(Signed) ARKADELPHIA MILLING COMPANY,
By J. F. LOUGHBOROUGH, *Its Solicitor,*
As Principal.
F. J. SCHMUTZ, *As Surety.*

Approved:

JACOB TRIEBER, *Judge.*

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

48 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Directions to Clerk.

To the Clerk of Said Court:

On the appeal herein by intervener, Arkadelphia Milling Company, please incorporate in the transcript for the Supreme Court of the United States the statement of the case filed herein and approved by the Court.

(Signed) J. F. LOUGHBOROUGH,
Of Rose, Hemingway, Cantrell, Loughborough & Miles, Solicitors for Intervener.

We acknowledge service of a copy of the foregoing præcipe and consent that the record of appeal shall be made up as therein indicated.

(Signed) MOORE, SMITH & MOORE,
Solicitors for Complainants.

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

49 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Directions for Printing Transcript.

Comes the intervener, Arkadelphia Milling Company, by its solicitors, and elects to have the Clerk of the District Court of the United States for the Eastern District of Arkansas prepare the transcript in this cause, and forward the same to the Clerk of the United States Supreme Court, to be there printed by and under the supervision of the Clerk of said Supreme Court.

(Signed) J. F. LOUGHBOROUGH,
Of Rose, Hemingway, Cantrell, Loughborough & Miles, Solicitors for Intervener.

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

50 THE UNITED STATES OF AMERICA:

To St. Louis Southwestern Railway Company, and St. Louis, Iron Mountain and Southern Railway Company, Greeting:

You are hereby cited and admonished to be and appear in the United States Supreme Court, at the City of Washington, D. C., thirty days from and after the day this Citation bears date, pursuant to a- appeal, filed in the Clerk's office of the District Court of the United States for the Western Division of the Eastern District of Arkansas, wherein The Arkadelphia Milling Company, Intervenor, Appellant, and you are Appellees, to show cause, if any there be, why the judgment rendered against the said Appellant, as in said appeal mentioned, should not be corrected, and why speedy justice should not be done the parties in that behalf.

Witness, the Honorable Jacob Trieber, Judge of the District Court

of the United States for the Eastern District of Arkansas, this 24th day of November in the year of our Lord one thousand nine hundred and Sixteen.

JACOB TRIEBER,
United States District Judge for the Eastern District of Arkansas.

Service acknowledged November 24" 1916.
MOORE, SMITH & MOORE,
For Complainants.

Endorsed: Filed Nov. 24, 1916. Sid. B. Redding, Clerk.

51 UNITED STATES OF AMERICA,
Eastern District of Arkansas, Western Division:

Be it Remembered, That at a District Court of the United States of America, in and for the Western Division of the Eastern District of Arkansas, begun and holden on Monday, the Sixteenth day of October, Anno Domini, One Thousand, Nine Hundred and Sixteen, at the United States Court Room, in the City of Little Rock, Arkansas, the Honorable Jacob Trieber, Judge presiding and holding said Court, the following proceedings were had, to-wit: on November 24th, 1916:

No. 1637.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas.

And

No. 1637.

ST. LOUIS, IRON MOUNTAIN AND SOUTERN RAILWAY COMPANY

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas.

Come the Interveners, J. F. Hasty and Sons, by Rose, Hemingway, Cantrell, Loughborough and Miles, Esqs., their solicitors, and file herein their Assignment of Errors and Petition for Appeal, to the Supreme Court of the United States, which appeal is allowed, returnable in thirty (30) days from this date, upon the execution of a bond in the sum of Five Hundred Dollars ($500.00); and come said Interveners and file herein their bond with F. J. Schmutz as surety, which is approved by the Judge of this Court as sufficient;

and said Interveners also file herein their directions to the Clerk as to the transcript on appeal and notice of election to have the Clerk of this Court prepare same for the Appellate Court; and said Interveners also file herein their Citation with service of the same duly accepted by Moore, Smith and Moore, Solicitors for the Complainants.

52 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

On the Intervention of Joseph F. Hasty, Eliphalet F. Hasty, and William C. Hasty, Composing the Partnership of J. F. Hasty & Sons.

Prayer for Appeal and Assignment of Errors.

Considering themselves aggrieved by the final decision of the District Court on their intervention in the above entitled cause, the interveners, Joseph F. Hasty, Eliphalet F. Hasty and William C. Hasty, composing the partnership of J. F. Hasty & Sons, hereby pray an appeal from the decision and decree on their respective interventions in the above entitled cause to the Supreme Court of the United States, and the interveners assign the following errors in the record and proceedings in the said cause:

First. The Court erred in entering a final decree disallowing the claim and dismissing the intervention of this intervener.

53 Second. The Court erred in its decision that the movement of the shipments, on which the claim of J. F. Hasty & Sons was based, were movements in interstate commerce, and that the rates promulgated by the Arkansas Railroad Commission did not apply to such movements.

Third. The Court erred in sustaining the exception numbered one, filed by the complainants herein to the claim of interveners herein, J. F. Hasty & Sons.

Wherefore, In order that the said interveners may obtain relief

in the premises and have opportunity to show the errors complained of, they pray that they be allowed to appeal to the Supreme Court of the United States, and that the proper orders in reference to the security required of them be made, and that the aforesaid decree be reversed.

(Signed) ROSE, HEMINGWAY, CANTRELL, LOUGHBOROUGH & MILES,
By J. F. LOUGHBOROUGH,
Solicitors for Interveners.

Appeal to the Supreme Court of the United States, returnable in thirty (30) days, granted upon the execution of a bond in the sum of Five Hundred Dollars ($500.00) conditioned as required by law, to be approved by me.

(Signed) JACOB TRIEBER, *Judge.*

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

54 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants,

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Bond on Appeal.

Know all men by these presents:

That we, Joseph F. Hasty, Eliphalet F. Hasty and William C. Hasty, composing the partnership of J. F. Hasty & Sons, as principals, and F. J. Schmutz, as surety, are held and firmly bound unto the St. Louis, Iron Mountain and Southern Railway Company, and unto the St. Louis Southwestern Railway Company, in the full and just sum of Five Hundred Dollars ($500.00) to be paid to the said St. Louis, Iron Mountain and Southern Railway Company, and to the said St. Louis Southwestern Railway Company, their respective successors and assigns, to which payment well and truly to be made

we bind ourselves, our heirs, executors and successors jointly and severally by these presents.

Sealed with our seals and dated this 24th day of November, 1916.

Whereas, lately, at the April Term, A. D. 1916, of this
55 Court of the United States for the Western Division of the Eastern District of Arkansas, in suits depending in said Court between the St. Louis, Iron Mountain & Southern Railway Company and George W. Bellamy, et al. as the Railroad Commission of Arkansas, and the St. Louis Southwestern Railway Company and the same named defendants, a decree was rendered against the intervention of the principals in this obligation. They have obtained an appeal in the said Court to reverse the decree in the aforesaid suit, and a citation directed to the said St. Louis, Iron Mountain & Southern Railway Company and to the said St. Louis Southwestern Railway Company, citing and admonishing each of them to be and appear in the United States Supreme Court, in the City of Washington, District of Columbia, thirty (30) days from and after the date of said Citation.

Now, the condition of the above obligation is such that if said interveners shall prosecute said appeal to effect and answer all damages and costs, if they fail to make good their plea, then this obligation shall be void; else to remain in full force and effect.

(Signed) JOSEPH F. HASTY,
ELIPHALET F. HASTY,
WM. C. HASTY,
Composing J. F. Hasty & Sons.
By J. F. LOUGHBOROUGH, *Solicitor,*
As Principals.
F. J. SCHMUTZ, *as Surety.*

Approved:

JACOB TRIEBER, *Judge.*

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

56 In the District Court of the United States for the Western Division of the Eastern District of Arkansas.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Directions to Clerk.

To the Clerk of said Court:

On the appeal herein by interveners, Joseph F. Hasty, Eliphalet F. Hasty and William C. Hasty, composing the partnership of J. F. Hasty & Sons, please incorporate in the transcript for the Supreme Court of the United States the statement of the case filed herein and approved by the Court.

(Signed) J. F. LOUGHBOROUGH,
Of Rose, Hemingway, Cantrell, Loughborough & Miles, Solicitors for Interveners.

We acknowledge service of a copy of the foregoing præcipe and consent that the record of appeal shall be made up as therein indicated.

(Signed) MOORE, SMITH & MOORE,
Solicitors for Complainants.

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

57 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,
Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants,

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Directions for Printing Transcript.

Come the interveners, J. F. Hasty & Sons, by their solicitors, and elect to have the Clerk of the District Court of the United States for the Eastern District of Arkansas prepare the transcript in this cause, and forward the same to the Clerk of the United States Supreme Court, to be there printed by and under the supervision of the Clerk of said Supreme Court.

(Signed) J. F. LOUGHBOROUGH,
Of Rose, Hemingway, Cantrell, Loughborough & Miles,
Solicitors for Interveners.

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

58 THE UNITED STATES OF AMERICA:

To St. Louis Southwestern Railway Company and St. Louis, Iron Mountain and Southern Railway Company, Greeting:

You are hereby cited and admonished to be and appear in the United States Supreme Court at the City of Washington, D. C., thirty days from and after the day this Citation bears date, pursuant to an appeal, filed in the Clerk's office of the District Court of the United States for the Western Division of the Eastern District of Arkansas, wherein Joseph F. Hasty, Eliphalet F. Hasty and William C. Hasty, composing the partnership of J. F. Hasty and Sons, Intervenors, Appellants, and you are Appellees, to show cause, if any there be, why the judgment rendered against the said Appellants, as in said appeal mentioned, should not be corrected, and why speedy justice should not be done the parties in that behalf.

Witness, the Honorable Jacob Trieber, Judge of the District

Court of the United States for the Eastern District of Arkansas, this 24th day of November in the year of our Lord one thousand nine hundred and Sixteen.

JACOB TRIEBER,
United States District Judge for the Eastern District of Arkansas.

Service acknowledged November 24" 1916.
MOORE, SMITH & MOORE,
For Complainants.

Endorsed: Filed Nov. 24, 1916. Sid. B. Redding, Clerk.

59 UNITED STATES OF AMERICA,
Eastern District of Arkansas,
Western Division:

Be it remembered, That at a District Court of the United States of America, in and for the Western Division of the Eastern District of Arkansas, begun and holden on Monday, the Sixteenth day of October Anno Domini, One Thousand, Nine Hundred and Sixteen at the United States Court Room, in the City of Little Rock, Arkansas, the Honorable Jacob Trieber Judge presiding and holding said Court, the following proceedings were had, to-wit: on November 24th, 1916:

No. 1636.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
vs.
GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas,

And

No. 1637.

ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY COMPANY
vs.
GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas.

Come the complainant, St. Louis, Iron Mountain and Southern Railway Company, and the United States Fidelity & Guaranty Company, the surety on the injunction bond herein, by Moore, Smith & Moore, Esqs., their solicitors, and file herein their Assignment of Errors and Petition for Appeal, to the Supreme Court of the United States, which appeal is allowed, returnable in thirty days from this date, upon the execution of a bond in the sum of Five Hundred Dollars ($500.00); and come said complainants and file herein their

bond, with E. J. Bodman as surety, which is approved by the Judge of this Court as sufficient; and said complainants also file herein their directions as to the transcript on appeal, and notice of election to have the Clerk of this Court prepare the transcript for the appellate court; and said complainants also file herein their Citation with service of the same duly accepted by J. F. Loughborough, Solicitor for the Southern Cotton Oil Company, Intervener.

60 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants,

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

On the Intervention of the Southern Cotton Oil Company.

Prayer for Appeal and Assignment of Errors.

Considering themselves aggrieved by the final decision of the District Court on the intervention of the Southern Cotton Oil Company in the above entitled cause, the plaintiff, St. Louis, Iron Mountain and Southern Railway Company, and the United States Fidelity and Guaranty Company, the surety on the injunction bond filed in said original proceeding, each hereby pray an appeal from the decision and decree on said intervention in the above entitled cause to the United States Supreme Court and the complainant and the United States Fidelity and Guaranty Company assign the following errors in the record and proceedings in said cause:

61 First. The Court erred in entering a final decree overruling plaintiff's exceptions and sustaining the allowance made by the Master.

Second. The Court erred in rendering judgment in favor of the Southern Cotton Oil Company.

Third. The Court erred in holding the final decree entered in said original proceeding by the plaintiff against George W. Bellamy and others, Railroad Commissioners of the State of Arkansas, did not release the injunction bonds filed in said cause and discharge the plaintiff and the sureties on the injunction bond from all liability

on said bond by reason of the granting of said preliminary injunction.

Fourth. The Court erred in overruling exception No. 1, filed by plaintiff herein to the claim of the intervener herein, the Southern Cotton Oil Company.

Fifth. The Court erred in overruling plaintiff's exception to all such claims as accrued subsequent to the date the final decree in said original cause was entered, viz: the 11th day of May, 1911, which claims are embraced in the class designated by the Special Master as Series C, and in not holding that the injunction bonds filed by plaintiff ceased to be operative or to impose any liability on the part of the plaintiff or the sureties therein after the rendition of the final decree perpetuating said injunction.

Sixth. The Court erred in overruling exception No. 2, filed by the plaintiff herein to the claim of the intervener, the Southern Cotton Oil Company.

Seventh. The Court erred in allowing and rendering judgment for interest on said claims prior to the findings by the Master.

Eighth. The Court erred in allowing and rendering judgment for interest on any of said claims prior to the date at which the judgment in this proceeding was rendered.

62 Ninth. The Court erred in awarding costs in the respective interventions against the plaintiff.

(Signed) MOORE, SMITH & MOORE,
By J. M. MOORE,
Solicitors for Complainants and U. S. Fidelity and Guaranty Company.

Appeal to the Supreme Court of the United States, returnable in thirty (30) days, granted, upon the execution of a bond in the sum of Five Hundred Dollars ($500.00) conditioned as required by law, to be approved by me.

(Signed) JACOB TRIEBER, *Judge.*

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

63 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants,

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Bond on Appeal.

Know all men by these presents:

That we, the St. Louis, Iron Mountain and Southern Railway Company and the United States Fidelity & Guaranty Company, as principals, and E. J. Bodman, as surety, are held and firmly bound unto the Southern Cotton Oil Company, in the full and just sum of Five Hundred Dollars ($500.00), to be paid to the said Southern Cotton Oil Company, its successors or assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors and successors, jointly and severally by these presents.

Sealed with our seals and dated this 24th day of November, 1916.

Whereas, lately, at the April Term, A. D. 1916, of this Court of the United States for the Western Division of the Eastern District of Arkansas, in suits pending in said Court between the St.
64 Louis, Iron Mountain and Southern Railway Company and George W. Bellamy, et al., as the Railroad Commission of Arkansas, and the St. Louis Southwestern Railway Company, and the same named defendants, a decree was rendered against the principals in this obligation. It has obtained an appeal in the said Court to reverse the decree in the aforesaid suit, and a Citation directed to the said Southern Cotton Oil Company, citing and admonishing it to be and appear in the United States Supreme Court in the City of Washington, District of Columbia, thirty (30) days from and after the date of said Citation.

Now, the condition of the above obligation is such that if said appellants shall prosecute said appeal to effect and answer all dam-

ages and costs, if they fail to make good their plea, then this obligation shall be void; else to remain in full force and virtue.

(Signed) ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,
By J. M. MOORE, *Att'y;*
UNITED STATES FIDELITY & GUARANTY CO.,
By J. M. MOORE, *Att'y,*
As Principals.
E. J. BODMAN, *as Surety.*

Approved:
JACOB TRIEBER, *Judge.*

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

65 UNITED STATES OF AMERICA,
Eastern District of Arkansas, Western Division:

Be it remembered, that at a District Court of the United States of America, in and for the Western Division of the Eastern District of Arkansas, begun and holden on Monday, the Sixteenth day of October Anno Domini, One Thousand, Nine Hundred and Sixteen, at the United States Court Room, in the City of Little Rock, Arkansas, the Honorable Jacob Trieber, Judge presiding and holding said Court, the following proceedings were had, to wit: on November 24th, 1916:

No. 1636.

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas,

And

No. 1637.

ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas.

Come the Complainant, St. Louis Southwestern Railway Company, and the United States Fidelity & Guaranty Company, the surety on the injunction bond herein, by Moore, Smith & Moore, Esqs., their solicitors, and file herein their Assignment of Errors and

Petition for Appeal, to the Supreme Court of the United States, which appeal is allowed, returnable in thirty days from this date, upon the execution of a bond in the sum of Five Hundred Dollars ($500.00) and come said complainants and file herein their bond, with E. J. Bodman as surety, which is approved by the Judge of this Court as sufficient and said complainants also file herein their directions as to the transcript on appeal, and notice of election to have the Clerk of this Court prepare the transcript for the appellate court and said complainants also file herein their Citation, with service of the same duly accepted by J. F. Loughborough, Solicitor for the Southern Cotton Oil Company, Intervener herein.

66 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants,

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas.

On the Intervention of the Southern Cotton Oil Company.

Prayer for Appeal and Assignment of Errors.

Considering themselves aggrieved by the final decision of the District Court on the intervention of the Southern Cotton Oil Company in the above entitled cause, the plaintiff, St. Louis Southwestern Railway Company, and the United States Fidelity and Guaranty Company, the surety in the injunction bond filed in said original proceeding, each hereby pray an appeal from the decision and decree on said intervention in the above entitled cause to the United States Supreme Court, and the complainant and United States Fidelity and Guaranty Company assign the following errors in the record and proceedings in said cause:

First. The Court erred in entering a final decree overruling plaintiff's exceptions and sustaining the allowance made by the Master.

67 Second. The Court erred in rendering judgment in favor of the Southern Cotton Oil Company.

Third. The Court erred in holding the final decree entered in said original proceeding by the plaintiff against George W. Bellamy, and others, Railroad Commissioners of the State of Arkansas, did not release the injunction bonds filed in said cause and discharge the plaintiff and the sureties on the injunction bond from all liability on said bond by reason of the granting of said preliminary injunction.

Fourth. The Court erred in overruling exception No. 1 filed by plaintiff herein to the claim of the intervener herein, the Southern Cotton Oil Company.

Fifth. The Court erred in overruling plaintiff's exception to all such claims as accrued subsequent to the date the final decree in said original cause was entered, viz: the 11th day of May, 1911, which claims are embraced in the class designated by the Special Master as Series C, and in not holding that the injunction bonds filed by plaintiff ceased to be operative or to impose any liability on the part of the plaintiff or the sureties therein after the rendition of the final decree perpetuating said injunction.

Sixth. The Court erred in overruling exception No. 2 filed by the plaintiff herein to the claim of the intervener, the said Southern Cotton Oil Company.

Seventh. The Court erred in allowing and entering judgment for interest on said claims prior to the findings by the Master.

Eighth. The Court erred in allowing and rendering judg-
68 ment for interest on any of said claims prior to the date at which the judgment in this proceeding was rendered.

Ninth. The Court erred in awarding costs in the respective interventions against plaintiff.

(Signed) MOORE, SMITH & MOORE,
By J. M. MOORE,
Solicitors for Complainants and U. S. Fidelity & Guaranty Co.

Appeal to the Supreme Court of the United States, returnable in thirty (30) days, granted, upon the execution of a bond in the sum of Five Hundred Dollars ($500.00) conditioned as required by law, to be approved by me.

(Signed) JACOB TRIEBER, *Judge.*

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

69 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants,

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Bond on Appeal.

Know all men by these presents:

That we, the St. Louis Southwestern Railway Company and the United States Fidelity & Guaranty Company, as principals, and E. J. Bodman, as surety, are held and firmly bound unto the Southern Cotton Oil Company in the full and just sum of Five Hundred Dollars ($500.00) to be paid to the said Southern Cotton Oil Company, its successors or assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors and successors, jointly and severally by these presents.

Sealed with our seals and dated this 24th day of November, 1916.

Whereas, lately, at the April Term, A. D. 1916, of this Court of the United States for the Western Division of the Eastern District of Arkansas, in suits pending in said Court between the St.
70 Louis, Iron Mountain and Southern Railway Company and George W. Bellamy, et al., as the Railroad Commission of Arkansas, and the St. Louis Southwestern Railway Company and the same named defendants, a decree was rendered against the principals in this obligation. It has obtained an appeal in the said Court to reverse the decree in the aforesaid suit, and a Citation directed to the said Southern Cotton Oil Company, citing and admonishing it to be and appear in the United States Supreme Court, in the City of Washington, District of Columbia, thirty (30) days from and after the date of said Citation.

Now the condition of the above obligation is such that if said appellants shall prosecute said appeal to effect and answer all dam-

ages and costs, if they fail to make good their plea, then this obligation shall be void; else to remain in full force and effect.

(Signed) ST. LOUIS SOUTHWESTERN RAILWAY COMPANY,
By J. M. MOORE, *Att'y;*
UNITED STATES FIDELITY & GUARANTY CO.,
By J. M. MOORE, *Att'y,*
As Principals.
E. J. BODMAN, *as Surety.*

Approved:
JACOB TRIEBER, *Judge.*

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

71 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Directions to Clerk.

The Clerk of said Court:

On the appeal herein by the complainants and the United States Fidelity and Guaranty Company, please incorporate in the transcript for the United States Supreme Court, the statement of the case filed herein and approved by the Court.

(Signed) J. M. MOORE.
Solicitor for Complainants and United States Fidelity & Guaranty Co.

We acknowledge service of a copy of the foregoing praecipe and consent that the record of appeal shall be made up as therein indicated.

(Signed) J. F. LOUGHBOROUGH.
Solicitor for Intervener.

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

72 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

Directions for Printing Transcript.

Come the complainants and the United States Fidelity and Guaranty Company, by their solicitor, and elect to have the Clerk of the District Court of the United States for the Eastern District of Arkansas prepare the transcript in this cause, and forward the same to the Clerk of the United States Supreme Court, to be there printed by and under the supervision of the Clerk of said Supreme Court.

(Signed) J. M. MOORE.
Solicitor for Complainants and United States Fidelity & Guaranty Co.

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

73 THE UNITED STATES OF AMERICA:

To the Southern Cotton Oil Company, Greeting:

You are hereby cited and admonished to be and appear in the United States Supreme Court at the City of Washington, D. C., thirty days from and after the day this Citation bears date, pursuant to a writ of error, filed in the Clerk's office of the District Court of the United States for the Western Division of the Eastern District of Arkansas, wherein St. Louis, Southwestern Railway Company and St. Louis, Iron Mountain and Southern Railway Company, and the United States Fidelity and Guaranty Company, Appellants, and you are Appellee, to show cause, if any there be, why the judgment rendered against the said Appellants, as in said appeal mentioned, should not be corrected, and why speedy justice should not be done the parties in that behalf.

Witness, the Honorable Jacob Trieber, Judge of the District Court of the United States for the Eastern District of Arkansas, this 24th

day of November in the year of our Lord one thousand nine hundred and Sixteen.

JACOB TRIEBER,
United States District Judge for the Eastern District of Arkansas.

Service acknowledged November 24, 1916.
J. F. LOUGHBOROUGH,
For Defendants in —.

Endorsed: Filed Nov. 24, 1916. Sid. B. Redding, Clerk.

74 In the United States District Court, Eastern District of Arkansas, Western Division.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas, Defendants.

And

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, Plaintiff,

vs.

GEORGE W. BELLAMY et al., as the Railroad Commission of the State of Arkansas.

Stipulation.

We agree that one transcript may be made by the Clerk to the Court of Appeals on each of the appeals herein from the judgment rendered in this Court on June 14th, 1916, of each of complainants and each of interveners, J. F. Hasty & Sons and Arkadelphia Milling Company, and one transcript for each of the appeals to the Supreme Court.

(Signed) J. F. LOUGHBOROUGH,
For said Interveners.
J. M. MOORE,
For Each of Complainants.

Endorsed: Filed Nov. 24th, 1916. Sid. B. Redding, Clerk.

75 UNITED STATES OF AMERICA,
Eastern District of Arkansas, Western Division:

I, Sid. B. Redding, Clerk of the District Court of the United States for the Western Division of the Eastern District of Arkansas, hereby

certify that the foregoing writings annexed to this certificate are true, correct and compared copies of the originals remaining of record in my office at Little Rock, Arkansas, Assignments of Errors, and all proceedings in the cases of St. Louis, Iron Mountain and Southern Railway Company vs. George W. Bellamy, et al., as the Railroad Commission of the State of Arkansas, and St. Louis Southwestern Railway Company vs. George W. Bellamy, et al., as the Railroad Commission of the State of Arkansas, on the Appeal of the Arkadelphia Milling Company, J. F. Hasty & Sons, St. Louis, Iron Mountain and Southern Railway Company and St. Louis Southwestern Railway Company, as per the praecipe on file and of record in said causes.

In witness whereof, I hereunto set my hand and the seal of said Court, this Ninth day of December, in the year of our Lord, One Thousand Nine Hundred and Sixteen, and of the Independence of the United States of America, the one hundred and Forty-first.

Attest:

[The Seal of the District Court of East. Dist. Ark., Western Division, U. S. A.]

SID. B. REDDING,
Clerk U. S. District Court.

Endorsed on cover: File No. 25,675. E. Arkansas D. C. U. S. Term No. 845. The Arkadelphia Milling Company, appellant, vs. St. Louis Southwestern Railway Company and St. Louis, Iron Mountain & Southern Railway Company. File No. 25,676. Term No. 846. Joseph F. Hasty, Eliphalet F. Hasty, and William C. Hasty, composing the partnership of J. F. Hasty & Sons, appellants, vs. St. Louis Southwestern Railway Company and St. Louis, Iron Mountain & Southern Railway Company. File No. 25,677. Term No. 847. St. Louis, Iron Mountain & Southern Railway Company et al., appellants, vs. The Southern Cotton Oil Company. File No. 25,678. Term No. 848. St. Louis Southwestern Railway Company et al., appellants, vs. The Southern Cotton Oil Company. Filed January 5th, 1917. File Nos. 25,675-6-7 & 8.